

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 04-070**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**REQUIREMENTS
FOR
LANDSCAPE MAINTENANCE SERVICES
70th Street-La Salle to Old Cheney**

Sealed bids will be received by the city of Lincoln, Nebraska on or before 12:00 noon Wednesday, March 24, 2004 , in the office of the Purchasing Agent, Suite 200, K Street Complex, 440 South 8th Street, Southwest Wing, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

SPECIFICATION NO. 04-070
BID OPENING TIME: 12:00 NOON
DATE: March 24, 2004

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City below the listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers _____ through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or any interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

REQUIREMENTS FOR LANDSCAPE MAINTENANCE SERVICES

WORK REQUIREMENTS

PRICE

Annual Maintenance as per section 3.2 in Service Agreement,
South 70th La Salle to Old Cheney **Total Annual Price** \$ _____/Year

Monthly Maintenance as per section 3.3 in Service Agreement,
South 70th La Salle to Old Cheney **Total Price Per Month** \$ _____/Month

Pesticide Application* **Hourly Price** \$ _____/Hour
South 70th La Salle to Old Cheney

***NOTE: Any pesticide application treatment for an insect/disease infestation identified by the Contractor must be approved by the City before being done by the Contractor. The Contractor must also provide to the City the amount of time it will take to do the pesticide application treatment that is being recommended by the Contractor and this will be the basis for the actual amount that the Contractor can invoice the City if given approval to do the treatment.**

Contract Extension Renewal is an Option (Subject to mutual consent by Contractor and City)
YES _____ NO _____

TERM PRICE CLAUSE: BIDDER MUST STATE

- A. Bid prices firm for the full contract period: _____; or
- B. Bid prices subject to escalation/de-escalation: _____.
- C. If (b), state period for which bid prices will remain firm through _____.

AFFIRMATIVE ACTION PROGRAM: Successful bidders will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures, and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN TWO (2) COMPLETE COPIES OF PROPOSAL AND SUPPORT MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. 04-070**

COMPANY NAME

SIGNATURE

STREET ADDRESS OR P.O. BOX

PRINT NAME

CITY, STATE ZIP CODE

TITLE

TELEPHONE No. FAX No.

DATE

EMPLOYER'S FEDERAL I.D. NO. OR
SOCIAL SECURITY NUMBER

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

**SPECIFICATIONS
FOR
LANDSCAPE MAINTENANCE SERVICES**

1. SCOPE

- 1.1 These services shall be performed for the City of Lincoln Public Works and Utilities Department and the Parks and Recreation Department on a regularly scheduled basis, except where noted.
- 1.2 Contractor shall provide all labor, tools, and materials necessary to perform specified landscape maintenance services at designated location(s) for the term of the service agreement.
- 1.3 Landscape maintenance services are for the center island medians (back of curb to back of curb including the mowing strip) located at locations specified:
 - 1.3.1 South 70th La Salle to Old Cheney
- 1.4 The attached sample service agreement shall be executed with each Contractor selected for award of bid.
 - 1.4.1 Work shall be performed in accordance with the Specifications for Landscape Maintenance Services and requirements stated in the service agreement.
- 1.5 The term of the initial service agreement is from April 14, 2004, with an option to renew on an annual basis for two (2) additional one-year term, beginning April 13, 2005.
- 1.6 The City or Contractor may terminate the service agreement at any time providing a thirty (30) day written notice is submitted.
- 1.7 For additional information regarding these specifications, please contact Mark Canney, City of Lincoln Parks and Recreation Department, at 441-8248.

2. CONTRACT AND INSURANCE

- 2.1 Within fourteen (14) calendar days after the award of bid, the Contractor shall execute a written service agreement between the Contractor and the City.
- 2.2 Also, within such time period the Contractor shall furnish with the executed service agreement a Certificate of Insurance in accordance with the requirements specified in the attached insurance clause to be used for all City Contracts.
 - 2.2.1 All certificates of insurance shall be filed with the City on the standard Accord Certificate of Insurance form showing specific limits of insurance coverage required and showing the City of Lincoln as an "Additional Insured" as pertains to these services.
 - 2.2.2 Such certificates of insurance shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City thirty (30) days written notice of cancellation or non-renewal, or of any material reduction of insurance coverage.

3. BIDDING PROCEDURE AND AWARD OF CONTRACT

- 3.1 Read attached Instructions to Bidders prior to submitting bid.
- 3.2 Bidders are encouraged to inspect designated location(s) where required landscape maintenance services are to be performed and review plant material/maintenance list in **APPENDIX 1** for such designated location(s) prior to submitting bids.
- 3.3 The following documents must be submitted as part of the bid:
 - 3.3.1 Completed and signed Bid Form.
 - 3.3.2 Qualifications statement.
 - 3.3.3 Reference list indicating past and current commercial landscape maintenance clients within the last 5 years, applicable service dates, maintenance performed, contact person, company name and telephone number.
 - 3.3.4 Listing of all equipment to be used in performing specified landscape maintenance services.
 - 3.3.5 Listing of all personnel who would be involved in performing specified landscape maintenance services and their related commercial property landscape maintenance experience.

- 3.4 In determining the low responsible bid, consideration may be given to the following factors:
 - 3.4.1 Ability, capacity, and skill of the bidder to comply with the specifications and perform the work required by the service agreement.
 - 3.4.2 Character, integrity, reputation, work related experience and efficiency of the bidder.
 - 3.4.3 Ability of the bidder to perform the work within the time specified for specified services.
 - 3.4.4 Previous and current compliance of the bidder with laws and regulations relating to the required work to be done.
 - 3.4.5 Quality of the bidder's performance of previous work.
 - 3.4.6 Total annual cost of the Bid submitted.
 - 3.4.7 Work performance and impact on City personnel and equipment expenses while assisting contractor.
 - 3.4.8 Any other information deemed relevant to the service agreement as determined by the City.
- 3.5 The City further reserves the right to analyze bid proposals in detail and to award contract/s which the City believes to be in their best interests.
- 3.6 The City may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the Specifications for Landscape Maintenance Services and the requirements of the service agreement.
- 3.7 The City reserves the right to accept or reject any bid based on facts resulting from any investigation which indicates that a bidder is qualified/not qualified to perform the obligations of any resulting service agreement.

4. BIDDER QUALIFICATIONS

- 4.1 Bidder must be an experienced landscape contractor who has performed landscape maintenance services similar to that required for contracted area.
- 4.2 Bidder must be able to correctly identify common annual and perennial herbaceous weeds, grasses and woody plant materials that may require landscape maintenance under this service agreement.
- 4.3 Bidder must have a valid and current Nebraska Certified Pesticide Applicator License for the Ornamental and Turf Pest Control Category and submit proof thereof with Bid.
- 4.4 Bidder must currently own tools and equipment needed to perform required landscape maintenance services.
 - 4.4.1 Bids will **not** be awarded to bidders who would purchase such necessary tools and equipment contingent upon their being awarded the bid.

5. RESPONSIBILITIES OF THE CONTRACTOR

- 5.1 Provide all equipment, labor, materials, and supplies to perform required landscape maintenance services per specification.
- 5.2 All necessary traffic barricading and signing to perform contracted landscape maintenance services in the City right-of-way of streets shall be done in conformance with the "Manual on Uniform Traffic Control Devices" and the City of Lincoln "Traffic Control Guidelines for Street Construction, Maintenance and Utility Construction" and included in cost.
- 5.3 Provide landscape maintenance services and submit required inspection reports (see **APPENDIX 2**) for each location in a timely and efficient manner as stipulated in the service agreement.
- 5.4 Protect all existing plant materials listed in **APPENDIX 1** for each location that are at the designated location(s) and replace any or all damaged landscape at no cost to City resulting from landscape maintenance work done by contractor.
- 5.5 Protect all existing water boxes/hookups at designated location(s) and repair or replace any or all that are damaged during landscape maintenance work at no cost to the City.
- 5.6 Any application of pre-emergent/post-emergent herbicides and/or pesticides must be approved by the City of Lincoln Parks Department Park Planner, Mark Canney, at 441-8248, prior to application.
 - 5.6.1 Contractor must provide name, target for application and MSDS information of chemical(s) to be applied.
 - 5.6.2 Such information must be faxed to City of Lincoln Parks Department, attention Mark Canney at 402-441-8706 or delivered to the Administrative Office at 2740 'A' Street before approval by the City can be given to apply such chemical(s).

- 5.7 Submit to the City of Lincoln Parks and Recreation Department, Mark Canney, any itemized invoices for landscape maintenance services performed.
- 5.8 Initiating, maintaining, supervising, observing and complying with all safety precautions and programs in connection with the work done in accordance with all applicable federal, state and local laws, regulations and ordinances.

6. RESPONSIBILITIES OF THE CITY

- 6.1 Contract administration shall be done by Mark Canney, Park Planner with the City of Lincoln Parks and Recreation Department.
- 6.2 Payment of invoices for landscape maintenance services performed by Contractor shall be made by the City of Lincoln Public Works and Utilities Department.
- 6.3 Any existing water boxes/hookups located on-site at designated landscape maintenance locations shall be clearly marked by the City.

7. BASIS OF PAYMENT

- 7.1 Payment shall be based on the lump sum prices and hourly rates as indicated on the Bid Form for work actually done.
- 7.2 All invoices and landscape maintenance services performed pursuant to the service agreement shall be submitted to Mark Canney of the Lincoln Parks and Recreation Department.
- 7.3 The contractor shall submit invoices for payment of services performed as follows:
 - 7.3.1 One (1) invoice submitted for entire Spring Cleanup when all stipulated work has been done per specifications;
 - 7.3.2 One (1) invoice submitted per month for Monthly Maintenance;
 - 7.3.3 One (1) invoice submitted per occurrence for City approved treatment of insect/disease infestations.
 - 7.3.4 One (1) invoice submitted for any additional plant material installed in the Spring, that may be requested in writing by the City of Lincoln Parks and Recreation Department.
- 7.5 The Contractor's invoices shall include company name, address and telephone number, the job site location, date(s) and description of all work done and list of charges as established for such work in the Contractor's Bid Price.
- 7.6 Landscape Maintenance Inspection Reports, (see **APPENDIX 2**) must be completed and submitted as required in service agreement in order for payment of invoices to be made by the City to the Contractor.

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2004 by and between _____, hereinafter referred to as Contractor and the City of Lincoln, Nebraska, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City wishes to engage a Contractor in accordance with terms and conditions herein to provide landscape maintenance services for the City at the designated location(s);

NOW, THEREFORE, WITNESSETH, that the parties hereto mutually agree as follows:

1. **TERM**

The Contractor hereby agrees to perform center medians landscape maintenance services as hereinafter set forth during the term of the Agreement beginning with date of executed agreement, through December 1, 2004, with option to renew for two (2) additional one-year term upon providing thirty (30) days written notice to Contractor prior to expiration of the Agreement.

2. **RATES**

- 2.1 The Contractor agrees to provide services in accordance with this Agreement at the lump sum prices and hourly rates set forth in the Contractor's Bid, attached hereto and incorporated herein.
- 2.2 The Contractor further agrees that the lump sum prices and hourly rates set forth in their submitted Bid shall remain in effect during the term of this Agreement.

3. **MAINTENANCE REQUIREMENTS**

- 3.1 Landscaped center median areas from curb to curb, including planted areas and mowing strip will receive scheduled maintenance and inspections by the Contractor as stipulated in this Agreement and in **APPENDIX 1 and APPENDIX 2**, attached here to and incorporated herein.
- 3.2 **ANNUAL MAINTENANCE** (done in the Spring of the year)
 - 3.2.1 Cut and remove dead vegetation from perennials and prune shrubs and trees as needed according to maintenance instructions in **APPENDIX 1**.
 - 3.2.2 Rake out and remove dead leaves and litter from designated landscaped areas.
 - 3.2.3 Re-establish edge of landscaped areas (i.e. plant materials that are growing over curbs need to be pruned back to the **inside back edge** of curbs).
 - 3.2.4 Re-establish wood chip mulch edge of landscaped areas next to back of curbs (i.e. any spillage of wood chips onto top of curbs needs to be removed and a "V" groove edge established next to back of curbs to allow wood chip mulch to settle into groove to a height no greater than top of curbs).
 - 3.2.5 Apply pre-emergence herbicide if applicable, for weed control which is approved for use in landscaped areas having established perennials, shrubs and trees (i.e. Preen or others) as approved by City.
 - 3.2.6 Apply wood chip mulch to landscaped areas, three inches (3") thick minimum.
 - 3.2.7 Apply post-emergence herbicides if applicable and necessary and don't allow them to come in contact with existing landscape plant materials listed in **APPENDIX 1**.
 - 3.2.8 Removal of all debris from designated landscape maintenance areas.
 - 3.2.9 Spray all non-planted areas with a pre-emergence.
 - 3.2.9.1 This includes all parts of the median not planted and that provide potential for weedy grasses and weedy broad leaves.
- 3.3 **MONTHLY MAINTENANCE**
 - 3.3.1 Removal of plant material **not** included in **APPENDIX 1** from planted and paved areas of the median(s).
 - 3.3.2 Removal of volunteer trees; removal and/or treatment of weedy grasses and weedy broad leaves from the planted and paved areas of the median(s).
 - 3.3.3 Removal of litter and debris from the planted and paved areas of the median(s).

3.4 **LANDSCAPE MAINTENANCE INSPECTION REPORT**

3.4.1 Walk through inspections of the landscape maintenance areas will be required of the Contractor on the first and third Tuesday of each month.

3.4.2 Contractor shall complete and submit Landscape Maintenance Inspection Report (see **APPENDIX 2**) within two (2) days from date of inspection to:

City of Lincoln Parks and Recreation Dept
Planning Department Attn: Mark Canney
2740 'A' Street
Lincoln, NE 68502

3.4.3 Such reports may also be faxed to 441-8706.

3.5 **PESTICIDE APPLICATION**

3.5.1 Pesticide applications will only be done by Contractor if alternative treatment methods are not effective or if tolerable insect/disease thresholds have been exceeded and chemical treatment is necessary to prevent permanent damage or death of plant materials.

3.5.2 Any proposed pesticide application(s) must be approved by the City before being applied by the Contractor.

4. **ADDITIONAL SERVICES**

4.1 The addition and/or replacement of plant materials (i.e. trees, shrubs, perennials and turf) may be requested of the contractor by the City of Lincoln Parks Department.

4.1.1 Any cost associated with the installation of additional plant material, including labor and establishment period maintenance shall be submitted to the City of Lincoln Parks Department Park Planner, Mark Canney prior to installation.

4.2. Any plant material replaced shall include a one year warranty.

4.2.1 This includes trees, shrubs and perennials.

4.3 Additional plant material installed by the contractor shall comply with the City of Lincoln installation standards and requirements.

4.4 Payment for additional services shall be consistent with the procedure(s) outlined in item 7 of the specifications (**BASIS OF PAYMENT**).

5. **TERMINATION**

5.1 The City reserves the right to terminate this agreement for cause at any time during the term of the Agreement upon default of the Contractor in providing landscape maintenance services in accordance with the terms and conditions contained herein.

5.2 The City shall provide ten (10) days written notice to Contractor to correct any deficiencies prior to the termination of Agreement.

5.3 The City reserves the right to terminate this agreement in the event that the City does not appropriate sufficient funds for the continuation of the agreement into the succeeding fiscal year.

6. **INSURANCE**

The Contractor shall provide insurance in accordance with the City of Lincoln's standard insurance clause to be used for all City contracts/agreements which is hereby made a part of this agreement.

7. **INDEMNIFICATION**

7.1 The Contractor agrees to indemnify and hold harmless and defend the City and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this agreement.

7.2 The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.

8. NON-DISCRIMINATION

- 8.1 The parties agree that in connection with the carrying out of this agreement the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 8.2 The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- 8.3 Any breach of this provision of the Agreement shall be regarded as a material breach.

9. DRUG FREE WORKPLACE

- 9.1 The Contractor agrees that in the performance of this Agreement, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Agreement.
- 9.2 The City reserves the right to request a copy of the Contractor's drug free workplace policy.

10. INDEPENDENT CONTRACTOR

The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

11. INVOICES

- 11.1 All invoices for landscape maintenance services performed pursuant to this Agreement shall be submitted to the City of Lincoln Parks & Recreation Department, Planning Department, Attn: Mark Canney.
- 11.2 Invoices shall be submitted monthly.
- 11.3 The Contractor's invoices shall include the job site location, date of work done, and a fully itemized list of landscape maintenance services performed.

12. ASSIGNMENT

This Agreement shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

13. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

Dated this _____ day of _____, 2004.

City of Lincoln, Nebraska

Attest

City Clerk

Mayor

Contractor

Company Name

By:

Street Address

Name (Print)

City State Zip Code

Signature

Telephone Number(s)

Title

APPENDIX I
SOUTH 70th STREET - LASALLE TO OLD CHENEY
PLANT LIST

PLANT LIST	MAINTENANCE CONSIDERATIONS
Sugartyme Crabapple (<i>Malus 'Sugartyme'</i>)	Prune broken, twisted, multidirectional branches and suckers.
Buffalograss (<i>Buchloe dactyloides</i>)	<p>1) Mow one time in early spring to a height of 2".</p> <p>2) Dormant grass apply Roundup to control weeds in early-mid April. Fall application after first frost or when grass has gone dormant (dormancy = straw brown leaves). Do not apply if dormant turf is showing any green color!</p> <p>3) Pre-emergence - Spring application when soil temperatures reach 50 degrees F. A second application in late summer or early fall.(Use only Plateau, Ronstar G, Dimension, Dacthal, Barricade, Pendulum or Surflan).</p> <p>4) Postemergence - do not apply if temperature exceeds 80 degrees F (Use Plateau or arsenic compounds DSM, MAMA).</p> <p>5) A second mowing to occur 45 days after the first mowing and/or again as requested by the Parks Department.</p>
Purple Pavement Shrubrose (<i>Rosa 'Purple Pavement'</i>)	Prune to remove dead branches.
Hancock Coralberry (<i>Symphoricarpos x chenaulti 'Hancock'</i>)	Prune to remove dead branches.
Andora Juniper (<i>Juniperus horizontalis 'Andora'</i>)	Prune dead and/or brown branches.
Purple Poppy Mallow (<i>Callirhoe involucrata</i>)	Cut back to ground in Spring.
Blue Fescue (<i>Festuca cinerea</i>)	Remove dead foliage.
Missouri Primrose (<i>Oenothera missouriensis</i>)	Remove dead foliage.

APPENDIX 2

SOUTH 70th STREET - LA SALLE TO OLD CHENEY MAINTENANCE INSPECTION REPORT

DATE: _____ **PREPARER'S NAME (PRINT):** _____
COMPANY NAME: _____ **SIGNATURE:** _____
LOCATION OF INSPECTION: _____ **TELEPHONE:** _____

Note: Please circle best response to questions.

1. Current growing condition of plant materials? Dormant Bud Stage Active Growth
2. Current health condition of plant materials
- | | | | | |
|---|------|------|------|-----------|
| PLANTS | POOR | FAIR | GOOD | EXCELLENT |
| Sugartyme Crabapple
(<i>Malus 'Sugartyme'</i>) | POOR | FAIR | GOOD | EXCELLENT |
| Buffalograss
(<i>Buchloe dactyloides</i>) | POOR | FAIR | GOOD | EXCELLENT |
| Purple Pavement Rose
(<i>Rosa 'Purple Pavement'</i>) | POOR | FAIR | GOOD | EXCELLENT |
| Hancock Coralberry
(<i>Symphoricarpos x
chenaulti 'Hancock'</i>) | POOR | FAIR | GOOD | EXCELLENT |
| Andora Juniper
(<i>Juniperus horizontalis
'Andora'</i>) | POOR | FAIR | GOOD | EXCELLENT |
| Purple Poppy Mallow
(<i>Callirhoe involucrata</i>) | POOR | FAIR | GOOD | EXCELLENT |
| Blue Fescue
(<i>Festuca cinerea</i>) | POOR | FAIR | GOOD | EXCELLENT |
| Missouri Primrose
(<i>Oenothera missouriensis</i>) | POOR | FAIR | GOOD | EXCELLENT |
3. Current soil moisture? SATURATED MOIST DRY DROUGHT

4. Landscape maintenance work needing to be done:

Removal of volunteer trees, weedy grasses and/or weedy broad leaves? YES NO

Application of pre-emergent herbicide for weed control YES NO

Name of chemical(s) applied: _____

Application of post emergent herbicide for weed control? YES NO

5. Describe in detail any landscape maintenance work done since last inspection (Use back of this sheet).

6. Insect, disease and/or animal damage observed? YES NO

PLANT NAME	INSECT	DISEASE	ANIMAL
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contractor to do inspections on the 1st and 3rd Tuesday of each month while under contract with the City unless otherwise scheduled by City. Completed inspection reports must be received by the City of Lincoln Parks Department by fax (441-8706) or mailed (City of Lincoln Parks Department, 2740 "A" Street, Lincoln, NE 68502) within two (2) days from the date of the inspection .